

EXHIBIT 5

MODIFICATION, EXTENSION, CHANGE IN TERMS AGREEMENT

BORROWER:

R & L Trucking Co., Inc.

2405 South Uniroyal Road
Opelika, AL 36801

LENDER:

Frontier Bank

P.O. Box 2829
Auburn, AL 36830

ORIGINAL NOTE INFORMATION

INTEREST RATE	PRINCIPAL AMOUNT	FUNDING DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
6.000	\$500,000.00	05/01/03	05/01/04	R001702	20018099

Effective 11/29/2004, Borrower and Lender agree that the Note, identified above, is amended as follows:☒ **EXTENSION:** The Maturity Date of the Note is extended to 11/29/2005.☒ **INTEREST RATE:** The interest rate on the Note identified above shall be changed to:☐ A fixed rate of _____ % per annum.☒ A variable rate of 1.000 % ABOVE the Index Rate indicated below. Any change in the interest rate resulting from a change in the Index Rate will be effective on: on the same day the rate changes.The Index Rate used for this Note shall be:
Frontier Prime Rate

If the Index Rate is redefined or becomes unavailable, then Lender may select another index which is substantially similar.

The current Index Rate is 5.000 % per annum. The initial interest rate on this amended Note shall be 6.000 % per annum.**MINIMUM RATE/MAXIMUM RATE:** Subject to applicable law, the minimum interest rate on this Note shall be N/A % per annum. The maximum interest rate on this Note shall not exceed N/A % per annum, or if less, or if a maximum rate is not indicated, the maximum interest rate Lender is permitted to charge by law.**RATE ADJUSTMENT LIMITATIONS:** The maximum interest rate increase at any one time will be N/A %. The maximum rate decrease at any one time will be N/A %.**PAYMENT SCHEDULE:** Borrower shall pay the principal and interest on the Note according to the following schedule:

This note is payable in 11 payments of all accrued interest monthly beginning December 29, 2004, a final payment of \$501,291.67 e plus all accrued interest shall be due and payable on November 29, 2005. e means estimated

ADDITIONAL TERMS:

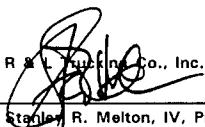
INSURANCE: If Borrower has purchased credit life or credit accident and health insurance, this insurance may only cover payments made under the existing Note. Borrower agrees to obtain and deliver to Lender amended or substitute insurance policies or certificates to cover the term of the Note as amended.**ADDITIONAL DOCUMENTS:** Borrower agrees to execute any additional documents that Lender may request in connection with this Agreement.**RATIFICATION AND INCORPORATION:** The terms, definitions, and conditions of the existing Note are incorporated by this reference, and shall remain in full force and effect except as specifically modified by this Agreement. The Note and all other loan documents as extended and amended, are hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding upon Borrower, with all of the collateral being pledged remaining as security for Lender.**RESERVATION OF RIGHTS:** If a Borrower under the existing Note does not sign this Agreement, such Borrower will remain liable under the terms and conditions contained in the existing Note if not released from those obligations in a writing signed by Lender.**SECURITY:** Borrower agrees that all collateral given to secure the original Note shall continue to serve as collateral for the Note as hereby modified, including for any increase in the principal amount of the Note and all interest accrued at any increased rate.**GUARANTEE:** Guarantor(s) signing below specifically consent to the terms of this Extension and Amendment to Note, and agree that it shall not in any way prejudice Lender's rights under any guaranty given for the Note.

MODIFIED NOTE INFORMATION

INTEREST RATE	PRINCIPAL AMOUNT	EFFECTIVE DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER

BORROWER WAIVES ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS AGREEMENT. BORROWER ACKNOWLEDGES THAT BORROWER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS AGREEMENT. BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BY:  R & L Trucking Co., Inc.
Stanley R. Melton, IV, President
11/29/04
Date

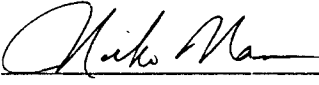
Date

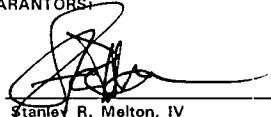
Date

Date

Date

Date

LENDER: Frontier Bank
By: 
Mike Mann, Area Executive

GUARANTORS:

Stanley R. Melton, IV
11-29-04
Date

Date

Date

Date